

AG Contract No. KR98 0056TRN  
ADOT ECS File No. JPA 98-07  
Section: I-10 and SR-77

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE NORTHWEST FIRE/RESCUE DISTRICT

THIS AGREEMENT is entered into 2 APRIL, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between between the STATE OF ARIZONA, acting by and through its DEPARTMENT  
OF TRANSPORTATION (the "State") and the Northwest Fire/Rescue District, acting by  
and through its Chairperson (the "District").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The District is empowered by Arizona Revised Statutes Section 48-801 et seq to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the District.

3. The State and the District desire to provide for the installation, operation and maintenance of emergency vehicle preemption equipment on I-10 and SR-77 traffic signals owned by the State, at a total estimated cost of \$ 45,000 , all at District expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 22286  
Filed with the Secretary of State  
Date Filed: 07/02/98  
Betty Bayless  
Secretary of State  
By Vicky Roenewald

## II. SCOPE OF WORK

### 1. The District will:

a. Provide to State standards design plans, specifications and such other documents and services required for Project construction. Incorporate State review comments as appropriate, and provide the State with final equipment technical specifications prior to installation.

b. At no cost to the State, construct or install the Project equipment on I-10 traffic signals at the intersections of Orange Grove, Ina, and Cortaro Farms Roads, and on SR-77 traffic signals at the intersections of Rudasill, Orange Grove, Ina and MaGee Roads.

c. Upon completion and acceptance, provide maintenance to the Project equipment.

### 2. The State will:

a. Review the design documents and provide comments.

b. Provide the District with any necessary construction and maintenance permits.

c. Coordinate traffic signal repairs and/or maintenance activities as required with the District during Project construction/equipment installation, and upon completion inspect the Project equipment, and upon satisfactory demonstration of operability and maintenance capabilities of the District, authorize use of the Project equipment.

## III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future, or unless assumed by another governmental agency. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Northwest Fire/Rescue District  
Fire Chief  
4701 North LaCholla  
Tucson, AZ 85705

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

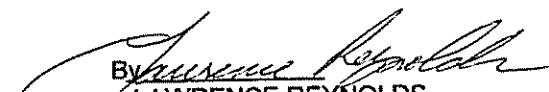
**NORTHWEST FIRE/RESCUE DISTRICT**

**STATE OF ARIZONA**  
Department of Transportation

By   
JAMES O. DOYLE  
Chairman

By   
MICHAEL P. MANTHEY  
State Traffic Engineer


ATTEST

By   
LAWRENCE REYNOLDS  
Clerk

RESOLUTION

BE IT RESOLVED on this 8th day of December 199<sup>8</sup>, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Northwest Fire/Rescue District (Tucson/Pima County) for the purpose of defining responsibilities for the District to install emergency vehicle preemption equipment on traffic signals on I-10 and SR-77.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


A handwritten signature in dark ink, appearing to read 'David Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Larry S. Bonine, Director

APPROVAL OF  
THE NORTHWEST FIRE/RESCUE DISTRICT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the NORTHWEST FIRE/RESCUE DISTRICT and declare this agreement to be in proper form and within the powers and authority granted to the District under the laws of the State of Arizona.

DATED this 24<sup>th</sup> day of Feb., 1998.

  
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Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0056TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE March 25, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/11338

Enc.